

SUPREME COURT OF STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.:

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5W Public Relations, LLC,

**SUMMONS &
VERIFIED COMPLAINT**

Plaintiff,

Date Index No.
Purchased:

-against-

ZAR Entertainment, LLC and Zacharia Ali

Plaintiff Designates
New York County as the
Place of Trial

Defendants.
-----X

Pursuant to CPLR 503,
the basis of venue is
where Plaintiff resides

To the above named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates NEW YORK County as the place of trial. The basis of the venue is plaintiff's address, which is 1166 Avenue of the Americas, 4th Floor, New York, NY 10036.

DATED: New York, NY
June 12, 2015


Petro Zinkovetsky, Esq
Zinkovetsky Law Firm
Attorneys for Plaintiff
1166 Avenue of the Americas
4th Floor
New York, NY 10036
Tel: 212.729.4090

To: Zacharia Ali
ZAR Entertainment, LLC
93 Old York Rd, St 1-621
Jenkintown, PA 19046

SUPREME COURT OF STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
5W Public Relations, LLC,

Plaintiff,

Index No.:

-against-

COMPLAINT

ZAR Entertainment, LLC and Zacharia Ali

Defendants.

-----X

Plaintiff, by its attorneys, Zinkovetsky Law Firm, as and for
their Complaint, respectfully alleges the following:

PARTIES

1. Plaintiff, 5W Public Relations LLC, is a domestic limited liability company with its principal place of business at 1166 Avenue of the Americas, 4th Floor, New York, NY 10036.
2. Plaintiff operates a public relations firm.
3. Upon information and belief, Defendant, ZAR Entertainment, LLC is a New York Limited Liability Company with its principal place of business at 93 Old York Rd, St 1-621, Jenkintown, PA 19046.
4. Upon information and belief Defendant, Zacharia Ali is an individual with his principal place of business at 93 Old York Rd, St 1-621, Jenkintown, PA 19046.

JURISDICTION

5. This court has personal jurisdiction over Defendants because Defendants have contracted with Plaintiff in connection with matters giving rise to this suit. Specifically, Defendants entered into the contract (Exhibit "A") in New York which expressly provides:

"This agreement shall be governed by the laws of the State of New York. In the event that any dispute should arise under this agreement, the parties agree to waive all jurisdictional and venue objections and to have all such disputes submitted to and heard before the Court of the State of New York."

FACTUAL BACKGROUND

6. Plaintiff and Defendants entered into a contract dated September 5, 2014 (Exhibit "A") in which Defendants hired plaintiff as public relations counsel, commencing September 15, 2014 at a monthly fee of \$7,500 per month plus expenses. The contract also provides that any unpaid balance after 30 days is subject to 1.5% monthly interest charge and that *"Client agrees to pay all costs and expenses, including but not limited to, attorney fees and court costs, for the collection and/or enforcement of any obligation under this agreement..."*.
7. The contract stated that: *"This agreement shall remain in effect for a minimum term of six (6) months. Agreement will*

automatically renew for additional term of six (6) months unless otherwise terminated upon thirty (30) days advance written notice...".

8. Defendants never notified the Plaintiff as required by the contract and on March 15, 2015 the contract renewed for an additional 6 months term.
9. Defendants defaulted on their financial obligations by failing to pay multiple invoices to the Plaintiff.
10. Defendants' outstanding balance is \$55,004.87
11. Because Defendants did not timely issue a payment to the Plaintiff, according the terms of the contract, Plaintiff has been damaged in at least the sum of \$55,004.87 with interest at a rate of 1.5% per month from June 12, 2015 plus attorney fees, court costs and all other expenses that have been or will be incurred by the Plaintiff as the result of Defendants breach.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

12. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the paragraphs above as if fully set forth herein.
13. Plaintiff fully performed under the contract and addendum by providing the agreed upon services in a timely manner.

14. Defendants failed to perform and materially breached the contract when they wrongly failed to pay for the services provided by the Plaintiff.
15. Because of the failure to reimburse Plaintiff for the services rendered, Defendants are liable to and owe Plaintiff for the actual damages that it suffered as a result of Defendants' breach in the amount of \$55,004.87 with interest at a rate of 1.5% per month from June 12, 2015 plus attorney fees, court costs and all other expenses that have been or will be incurred by the Plaintiff as the result of Defendants breach.

SECOND CAUSE OF ACTION: BREACH OF GOOD FAITH AND FAIR DEALING

16. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the paragraphs above as if fully set forth herein.
17. Defendants had a duty to deal fairly and in good faith with the Plaintiff. There is an implied covenant of good faith and fair dealing in every contract. This covenant obligates each party to the contract to refrain from taking any action or litigation position that would deprive the other of the benefits of the contract or cause undue hardship or harm to the other party.
18. Plaintiff timely complied with all conditions precedent to its recovery herein, including appropriate and adequate demand.
19. By wrongfully denying payments to Plaintiff, Defendants breached the contract, causing damage, including consequential damages.

20. Defendants breached or will breach their duty to deal fairly and in good faith to the extent that they have or will engage in conduct calculated to further their own economic interests at the expense of Plaintiff.
21. Defendants have breached, or will breach, the duties of good faith and fair dealing owed to Plaintiff, and to the public at large, by other acts and omissions of which Plaintiff is presently unaware. Defendants' duty of good faith and fair dealing continues during the pendency of this case. Plaintiff reserves the right to seek leave of the Court to amend this Complaint at such time as it may ascertain other acts and omissions actionable as breaches of the duty of good faith and fair dealing.
22. As a result of the foregoing, Defendants are liable to Plaintiff in the amount of \$55,004.87 with interest at a rate of 1.5% per month from June 12, 2015 plus attorney fees, court costs and all other expenses that have been or will be incurred by the Plaintiff as the result of Defendants' breach. These damages were within the contemplation of the parties as a foreseeable consequence of Defendants' failure to perform their obligations under the contract and their breach of the implied covenant of good faith and fair dealing and are necessary to put Plaintiff in the same position they would have been had the contract been performed.

WHEREFORE, Plaintiff respectfully requests the Court to award judgment to Plaintiff, against Defendants on the First and Second Causes of Action in the amount of \$55,004.87 with interest at a rate of 1.5% per month from June 12, 2015; together with the costs and disbursements of this action, including Plaintiff's attorney fees, court costs and all other expenses that have been or will be incurred by the Plaintiff as the result of Defendants' breach, post-judgment interest as provided by law, and such other, further or different relief as the Court may deem to be just and proper.

DATED: New York, NY
June 12, 2015

Respectfully submitted,

By: 

Petro Zinkovetsky, Esq
Zinkovetsky Law Firm
Attorneys for Plaintiff
1166 Avenue of the Americas
4th Floor
New York, NY 10036
Tel: 212.729.4090

SUPREME COURT OF STATE OF NEW YORK
COUNTY OF NEW YORK

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5W Public Relations, LLC,

Plaintiff,

-against-

Verification

ZAR Entertainment, LLC and Zacharia Ali

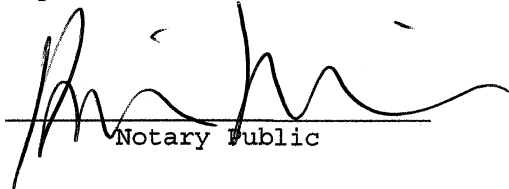
Defendants.
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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

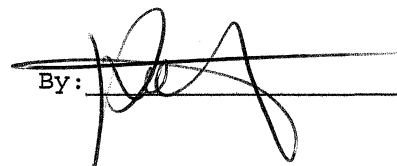
Kristina Faller being duly sworn deposes and says that I am the Director of Finance and Business Affairs of 5W Public Relations, LLC the limited liability company named within action.

I have read the foregoing COMPLAINT and know the contents thereof; that the same is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

Sworn to before me this 12
day of June, 2015



Notary Public

By: 

KIMBERLY ROSE FRIEDMAN
Notary Public, State of New York
No. 01FR6244611
Qualified in Queens County
Commission Expires July 11, 2015